

IN THE COMMON PLEAS COURT OF DELAWARE COUNTY, OHIO
CIVIL DIVISION

MARILYN SHELBY
6181 BLUE CHURCH RD.
SUNBURY, OH

Plaintiff,

v.

STATE FARM FIRE AND
CASUALTY COMPANY
One State Farm Plaza
Bloomington, IL 61710

Defendant.

Case No. 17 - CV H - 070432

OTHER CIVIL
JUDGE

Judge David M. Gormley

2017 JUL 17 AM 11:33
FILED
CLERK OF COURTS
DELAWARE COUNTY, OHIO
COMMON PLEAS COURT

COMPLAINT AND JURY DEMAND ENDORSED HEREON

First Claim (Contract Action)

1. The State Farm Fire and Casualty Company (Defendant) is engaged in the business of writing casualty insurance within the State of Ohio.
2. In consideration of a premium paid to the Defendant by Plaintiff, the Defendant agreed to insure and indemnify the Plaintiff under an insurance policy numbered 35-B6-W936-6 (attached hereto as Exhibit 1) in the event that the Plaintiff should sustain a loss.
3. On or about September 8, 2016 the insured had a loss caused by wind which caused a tree to fall on the Plaintiff's home.
4. The insured is insured for this loss under the policy (Exhibit 1).
5. Plaintiffs notified the Defendant timely and have timely performed all conditions required of them.

6. Defendant has refused to honor and pay to the Plaintiffs in the amounts that are stipulated in the contract of insurance which are in excess of \$25,000.00.

Claim Two (Bad Faith)

7. Plaintiff re-alleges paragraphs one (1) through six (6) as if fully rewritten herein.
8. Defendant has refused to honor and pay the loss claims of the Plaintiff in a timely manner without just cause and in bad faith.
9. The Defendant owes a duty of fair dealing and good faith to the Plaintiff in the investigation and handling of the plaintiff's claim. At all material times herein the Defendant knew that the claims of the Plaintiff were valid and should have been paid promptly and the Defendant's unreasonable delay in the payment of said claims was without justification.
10. At all times mentioned herein the Defendant acted wrongfully and in breach of its duty of good faith and fair dealing, and its conduct toward the Plaintiff has been willful, wanton, malicious, arbitrary, capricious, outrageous, intentional, in bad faith and designed to injure and damage the Plaintiff and as such, constitutes an independent wrongful tort by the Defendant against the Plaintiff.
11. As a result of the Defendant's wrongful delay in honoring the Plaintiff's claim, the Plaintiff has suffered humiliation, loss of interest on the funds due them, have had to employ an attorney, and have incurred attorney fees and legal expenses in an effort to secure the benefits that they were entitled to receive by the terms of the policy.

WHEREFORE, Plaintiff prays for all costs incurred herein and damages against the defendant:

Claim One; compensatory damages in excess of \$25,000.00 plus interest from the date of the loss.

Claim Two; compensatory damages in excess of \$25,000.00, punitive damages in excess of \$25,000.00 and attorney fees.



Steven E. Hillman (0002578)
Attorney for Plaintiffs
8581 Crail Ct.
Dublin, Ohio 43017
Tel. (614) 766-6346
Fax. (614) 766-6418
Cell: (614) 562-9313
Email: law@stevenhillman.com

JURY DEMAND

A jury of eight (8) is demanded to try all issues in this case.



Steven E. Hillman (0002578)